

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EDUCATION  
REQUEST FOR PROPOSAL (RFP)**

Issue Date: December 14, 2010 RFP# DOE-GFLA-2011-02

Title: Hosting of the Governor's Foreign Language Academies

Commodity Code: 92471 - School Operation and Management Services

Issuing Agency: Commonwealth of Virginia  
Department of Education  
Procurement Office  
James Monroe Building  
101 North 14<sup>th</sup> Street, 21<sup>st</sup> Floor  
Richmond, Virginia 23219

Initial Period of Contract: Date of Award through December 31, 2011 (Renewable for 1 Year)

Sealed proposals will be received until 2:00 PM, January 28, 2011, for furnishing the services as described herein. No proposal shall be accepted after this deadline unless the due date has been previously changed by an Addendum.

All inquiries, questions, and requests for information should be directed via e-mail to [martin.fields@doe.virginia.gov](mailto:martin.fields@doe.virginia.gov) or by phone at 804-225-3375.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: Martin Fields, Associate Director for Procurement, Virginia Department of Education, James Monroe Building, Procurement Office, 101 North 14<sup>th</sup> Street, 21<sup>st</sup> Floor, Richmond, Virginia, 23219.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

**OFFEROR Information:**

Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

(Signature in Ink)

Name: \_\_\_\_\_

(Please Print)

Zip Code \_\_\_\_\_

FEI/FIN NO. \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

E-mail \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

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## **I. PURPOSE**

The Virginia Department of Education (VDOE) is seeking sealed proposals from qualified public and private colleges, universities, and other suitable institutions located within Virginia to host the 2011 Summer Residential Governor's Foreign Language Academies. These Academies provide intensive, academically innovative and rigorous programs to 38-60 talented high school foreign language students (rising eleventh and twelfth graders) in each of the Academies in French, German, Japanese, Latin, or Spanish. The selected contractor will serve as the host site and fiscal agent for the residential program(s). Dates to be agreed upon will include up to five staff-only days for planning and evaluation of the program and at least 21 days of instruction with students.

This RFP will result in one or more contract(s) being awarded for the Governor's Foreign Language Academies. Institutions may submit separate proposals to host one or more of the following programs:

1. Full-immersion French, German, and/or Spanish Academies
2. Partial-immersion Japanese and/or Latin Academies

Proposals will be evaluated individually and compared only to other proposals for the same Academy.

Approximately \$530,000 in general and special funds are available to support the full program for all five Academies for 2011, pending annual General Assembly approval. The average per student cost for each individual language program is approximately \$2,140. The table below shows expected allocations based on 2010 membership. Staff salaries typically account for up to one third of the total allocation per Academy.

<b><i>Program</i></b>	<b><i>Allocation</i></b>	<b><i>Membership</i></b>
Full-Immersion Academies (22 days)		
Governor's French Academy	\$126,500	60 students/12 staff
Governor's Spanish Academy	\$126,500	60 students/12 staff
Governor's German Academy	\$99,000	45 students/9 staff
Partial-Immersion Academies (21 days)		
Governor's Latin Academy	\$98,000	45 students/9 staff
Governor's Japanese Academy	\$80,000	38 students/7 staff

## **II. BACKGROUND**

The Governor's Foreign Language Academies originated in 1986 with a request from a member of the Virginia Board of Education to prepare a proposal for a "demonstration and exemplary project" in foreign language education. The result of that proposal was the first Governor's French Academy, with funding for the first year provided by federal grants.

After the first year, the state funded the operating costs, which were included in the general budget for the Virginia Department of Education. Over the next two years, Governor's Foreign Language Academies were added in Asian Studies, German, Latin, Russian Studies, and Spanish. Presently there are Foreign Language Academies in French, German, Japanese, Latin, and Spanish. The state and local school divisions now share in the cost of the participants.

The Governor's French, German, and Spanish Academies are full-immersion experiences in using and communicating in the target language. Students promise to speak the foreign language 100 percent of the time and may be dismissed for deliberate or repeated use of English or another non-Academy language. The Latin and Japanese Academies are partial-immersion, culture and language studies programs. Students for all Academies are nominated by their school divisions and are selected based on the strength of their applications in a competitive statewide process. Schools are limited in the number of students they may nominate for each language program, ensuring that

the student participants are highly motivated learners and among the top performing students from their schools.

Students of the full-immersion French, German, and Spanish Academies enjoy courses on a variety of topics depending on the unique qualifications and interests of the staff, such as German through Pop Music, French Art History, Phonetics, Modern Spanish Film, etc. Students are also introduced to a third, less-commonly taught language such as Russian, Arabic, or Japanese, which is taught through the language of the Academy. The choice of language depends on the availability of qualified staff. Sports, music, dance, theater, creative projects, cooking, field trips, production of a memory book or DVD, and other co-curricular and social activities complement the instructional program. All activities are conducted in the target language, providing the students with over 300 hours of language immersion.

Students of the partial-immersion Japanese Academy are introduced to the Japanese culture and language, which has been designated as a critical-need language by the federal government but is not widely taught across the Commonwealth. In addition to receiving instruction in the language, the students are introduced to the history, literature, and culture of Japan. Activities complementing the instructional program include art, dance, music, crafts, sports, creative projects, food preparation, and field trips. The students may be new to the study of Japanese but must have successfully studied any foreign language for at least two years.

The Latin Academy provides an intensive experience for students who have excelled in the study of Latin and is designed to provide a greater knowledge of the language and related cultural topics than are typically offered in the regular school curriculum. In the past, such topics as nonliterary Latin, philosophy, composition, sight reading, comedy, grammar, drama, ancient art, and numismatics have made up the program. Students are also introduced to Classical Greek and have an opportunity to study and discuss some of the great literature and philosophy of the western world. Olympic games, sports, films, music, Greek dancing, guest speakers, cultural simulations, field trips, and other topics may be featured during the Academy.

Historically, the Governor's Foreign Language Academy teaching staff has been made up of public and private school teachers as well as instructors from higher education and other language experts, many of whom are native speakers. College-aged resident advisors (RA) assist with afternoon and evening activities, and enforcing dormitory rules. The RA's are generally college students who are native or heritage speakers or are majoring in the language of the Academy, and many are former Academy students themselves. The student-staff ratio is approximately 5:1. Because of the unique opportunity to teach and interact with some of the brightest and most motivated language students in the Commonwealth, faculty and staff members often return for multiple summers and many have a great deal of experience with the Academies.

In order to maximize the benefits of the program, every day, Monday through Saturday, is filled with activities beginning with breakfast; classes until at least lunch; lectures, field trips, projects and recreation time in the afternoons; and dinner and evening activities that do not end until shortly before lights out. Sunday mornings are unencumbered to allow students to attend nearby religious services, but Sunday afternoons and evenings are packed with activities.

The culminating experience is the sharing of projects or works in progress by each Academy during the closing ceremonies. Neither grades nor credit are given for the completion of coursework, but students receive Certificates of Commendation at the close of the program. The number of students who apply for the programs each year serves as a strong indication of their success and popularity.

### **III. STATEMENT OF NEEDS**

The Virginia Department of Education desires to have one or more host institutions for the Summer Residential Governor's Foreign Language Academies. Several language programs may operate

concurrently at a single site to facilitate joint activities, or individual language programs may operate independently at different host sites. Typically, the programs run from the last week of June until the middle of July (a Saturday-Sunday, 22-day program).

The contractor shall furnish lodging, room, and board for Academy students and staff. The contractor shall provide access to other facilities such as photocopying services, use of A/V equipment (including DVD players and video cameras), student and staff access to computers, and other equipment or facilities necessary to carry out the objectives of the programs. Classrooms, an auditorium, large lounges, faculty workrooms, sports facilities, laundry facilities, and kitchen facilities are essential. Student health services must be available 24 hours a day throughout the full time that students are on-site. Typically, the programs run from the last week of June until the middle of July (a Saturday-Sunday, 22-day program).

The Statement of Needs includes the following components:

A. Select a Program Coordinator and staff.

1. The contractor shall select a Program Coordinator or site liaison to oversee all aspects of the summer program and serve as a liaison between the Academy director(s) and the host institution. The choice of the site liaison is subject to approval by the VDOE and the host institution.
2. The Program Coordinator shall select a director for each Academy program held on site. It is not required that the directors be faculty or staff members of the host institution. The contractor shall notify VDOE once directors are recommended for hire. The hiring of directors is subject to approval by the VDOE and the host institution. The directors shall reside on campus for the duration of the program.
3. The Program Coordinator shall make the physical arrangements for the program, e.g., scheduling and assigning residence hall lodging, classrooms, recreation facilities, auditorium, kitchen facilities, co- and extracurricular transportation, and food services, according to the needs submitted by the Academy director(s). The Academy director(s) shall report directly to the Program Coordinator to facilitate scheduling activities and processing requests with the host site.
4. If multiple Academies are hosted at a single site, the Program Coordinator shall develop and implement an overall schedule that allows each language Academy to function independently and, if three or more Academies are operating concurrently on-site, will create activities where all Academies meet together to foster global awareness and cultural understanding.
5. The Program Coordinator as well as the director and staff of each Academy shall have exclusive use of a centrally-located air-conditioned office, adequate for the management of the program, equipped with a telephone, voice mail, office furniture, computer, Internet access, color printer, and access to a fax machine. Incoming telephone calls shall be receivable by the facility 24 hours per day. The contractor will provide local and long-distance telephone service to be used for Academy business only. Upon notification of selected students, the program coordinator shall provide appropriate phone numbers to parents and the VDOE. This shall include specific numbers for after-hours or emergency contact.
6. The Academy director(s) shall interview and recommend the faculty/staff members to the program coordinator and VDOE for approval by March 15 prior to hiring by the host institution. Contracts for employment of faculty/staff shall not be executed prior to such approval. Selected faculty shall have experience working with and/or teaching upper level high school foreign language students as well as expertise in the Academy

language(s). All full-time faculty members must live on-site for the duration of the program.

7. Resident advisors shall reside in each residence hall with students and shall supervise all co- and extracurricular activities.
  8. All full-time personnel shall be at least of college age and shall have passed background checks and fingerprinting conducted by the contractor as required for all persons who work with students under the age of 18 as cited in § 63.2-1726, Code of Virginia. The host institution shall provide for all personnel sexual harassment and search and seizure training during a spring staff meeting or pre-Academy work days.
  9. The Program Coordinator and the Academy director(s) shall support and fully participate in the student and staff evaluation of the Governor's Foreign Language Academy program. All newly designated programs will be evaluated by VDOE through an on-site visit during the first summer of operation.
  10. The Program Coordinator and Academy director(s) shall participate in any and all organizational meetings required by VDOE for Governor's Foreign Language Academy directors.
- B. Design and implement a variety of ancillary activities that support the program, students, and teachers.
1. Staff members shall be provided with two days of planning time during a spring meeting held at the host site, which may coincide with completion of hiring paperwork and some required training. The contractor shall provide adequate meeting space including breakout rooms for individual Academies as necessary.
  2. Staff members shall be provided with lodging, meals, and parking by the contractor for at least three pre-Academy staff work days prior to the start of the student program.
  3. Faculty members shall be provided professional development that includes information regarding currently accepted best practices; differentiated curriculum, instruction, and assessment; and other topics as appropriate. Staff development addressing emergency situations and procedures must be provided to all faculty and staff. Professional and staff development shall be provided by the contractor and may take place during the two-day staff meeting and/or the pre-Academy staff work days.
  4. For institutions hosting at least three Academies, the program shall include at least two joint "Global Village" activities to promote international understanding among the students of all Academies on-site. During joint activities that include the full-immersion programs, only Academy languages may be used (i.e., no English).
- C. Provide for residential, social, and emotional needs of high school students to live on the college, university, or institution campus for at least 21 days.
1. Supervise and/or monitor students 24 hours a day, seven days a week for the entire program.
    - a. The contractor shall provide lodging and meals for students, staff, faculty, and guest instructors that meet the following minimum requirements:
      - i. Dormitories, classrooms, laboratories, dining rooms, recreational, and other facilities shall be appropriate for the needs of the participants and the purposes of the program. Residence halls must be air-conditioned.
      - ii. Dormitories, classrooms, and other facilities used by the participants shall be safe and clean. Residence halls shall provide for secure, restricted

- entry. All facilities including classrooms, special purpose rooms, residence halls, and the cafeteria must be accessible to persons with disabilities.
- iii. Separate dormitory space for male and female participants shall be provided.
  - iv. Academy participants shall be housed as a group on the campus and, at a minimum, on floors with no other group(s) on the campus. If multiple Academies are hosted by a single institution, the individual Academies must be housed as separate groups.
  - v. A lounge or other indoor space must be provided for each Academy where students can congregate during unscheduled time for supervised, co-educational activities.
  - vi. The host institution shall arrange for three nutritious meals per day that provide options for various dietary considerations such as vegetarians, diabetics, and students with food allergies with an option of substituting box lunches at an equal or lesser price for special activity days.
  - vii. Free parking shall be available for faculty throughout the program and for parents during opening and closing day activities.
- b. The contractor shall provide transportation to and from field-based activities and co- or extracurricular activities that enhance the programs. Transportation for local field trips may be accomplished through a subcontract with a nearby school division for the use of school buses and drivers. Appropriate insurance for the transportation of minors must be secured by the contractor.
  - c. The contractor shall provide access to a variety of recreational facilities for participants, which include, but are not limited to swimming pools, gymnasium or sports facilities, basketball courts, softball fields, volleyball courts, tennis courts, soccer fields, and folk dance area. All swimming facilities and activities must be supervised by a certified lifeguard provided by the contractor. The contractor shall provide the Academy directors with information concerning available cultural activities in the vicinity.
  - d. Medical support and insurance:
    - i. The contractor shall be responsible for the health and safety of the participants in the program. The contractor shall identify an area hospital/clinic that will provide emergency medical service to participants and shall provide a university vehicle to be driven by a staff/faculty member to transport students to the designated emergency facility. Under no conditions should a private car be used to transport an injured or ill student. Adult members of the faculty/staff who use private vehicles for the transport of students may become personally responsible for any injury or death that might occur during such trips.
    - ii. Prior to beginning the program, the institution shall provide to the VDOE proof of staff medical insurance and institutional liability insurance.
    - iii. Access to a full-time on-site registered nurse is desirable. This individual should be available at all times throughout the duration of the program.
  - e. Communication, administrative support, and other ancillary system-wide support. The contractor shall provide the following:

- i. Appropriate secretarial assistance to the Program Coordinator prior to, during, and after the program.
- ii. Record keeping, supervision of student activities, and the mailing or dissemination of student information packets and other communication prepared by the Academy directors as specified by the VDOE to the participants and/or their home schools.
- iii. Secure climate-controlled storage of Academy materials between summer programs.
- iv. Access for Governor's Academy participants and staff to all facilities necessary for the delivery of the approved Governor's Foreign Language Academy program.
- v. Rules of student conduct and procedures, including disciplinary actions. This information should include procedures for students to leave campus, with adult supervision and prior parental permission, to attend religious activities. This information shall be approved by VDOE and provided in writing to participants and parents prior to the program.
- vi. Assurance of maximum isolation from an English-speaking environment for the full-immersion Academies, if applicable. Service personnel (cafeteria workers, custodial staff, etc.) cannot be avoided; however, other students or groups, if present on campus, should be separated as much as possible from the Academy students in order to preserve the immersion environment. Each full-immersion language Academy should also be separated from the other full- or partial-immersion language Academies in lodging, classroom instruction, and during meals in order to preserve the immersion environment.

## **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

### **A. GENERAL INSTRUCTIONS:**

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and five (5) copies of each proposal must be submitted to the issuing agency. In addition, submit one (1) electronic copy on a CD or USB flash drive and one (1) electronic redacted version if applicable (see below paragraph F). No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
  - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.



- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross-references the RFP requirements. Information that the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must,” “shall,” “should,” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror’s proposal.
  - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
  - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material are submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

4. Site Visits: A one-day site visit to the top two ranked institutions for each program may be conducted by a quorum of the review committee.
- B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the VDOE may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
  2. Provide a cost proposal that details the per-pupil costs in the areas of staff, lodging, meals, transportation, staff development, curriculum development, and other ancillary costs associated with direct program activities. Please refer to Attachment B.
    - a. The contractor shall pay all costs of the program based upon the approved budget with the understanding that such costs will be reimbursed by the VDOE.
    - b. The business manager, or such person as may be designated by the president of the host institution, shall work with the program coordinator in establishing a budget to ensure that expenditures do not exceed the approved budget.
  3. Please complete an application and budget for each language Academy program being proposed. An application and a budget form are found in Attachments B and C. Please submit these forms as part of the proposal. Additional documentation is welcome and may be included as an attachment.
  4. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses, which include businesses owned by women and minorities, when they have received DMBE businesses small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms. Complete Attachment A.

#### IV. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the VDOE using the following criteria:

<i><b>ITEM</b></i>	<i><b>CRITERIA</b></i>	<i><b>POINT VALUE</b></i>
1.	Attachment B: Budget including a cost analysis on a per pupil basis and the number of weeks of the program	15
2.	Part 5: Selection Process and Training of Faculty and Staff	5
3.	Part 6: Suitability of Facilities and Services to Support the Program	20
4.	Part 7: Unique Qualities of the Institution and the Surrounding Area	15
5.	Part 8: Institution's Ability to Provide Needed Health and Safety Services	10
6.	Part 9: The Overall Comprehensive Program Description	10
7.	Part 10: Program Evaluation	2
8.	Part 11: Communication Methodology	3
9.	Small Business Subcontracting Plan	20
<i><b>Total</b></i>		<i><b>100</b></i>

- B. **AWARD:** Selection shall be made of two or more offerors per program deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **V. REPORTING AND DELIVERY INSTRUCTIONS:**

- A. **SMALL BUSINESS SUBCONTRACTING PLAN:** Each contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the VDOE by July 30, 2011, a report substantiating compliance in accordance with the small business subcontracting plan (see Attachment A). Should the Academy take place or end after July 30<sup>th</sup>, a second report shall be provided no later than October 31<sup>st</sup>. When such business has been subcontracted to these firms, the contractor agrees to furnish the purchasing office at a minimum, the following information: name of firm, phone number, total dollar amount subcontracted, category type (small; small and women-owned; or small and minority-owned), and type of product/service provided, at the frequency required in the contract. Final payment under the contract may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate remedies may be assessed in lieu of withholding such payment.

## **VI. GENERAL TERMS AND CONDITIONS**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov), under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as

amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and

the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
  - 2. To Subcontractors:
    - a. A contractor awarded a contract under this solicitation is hereby obligated:

- i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
  - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (ii) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
- 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  - 2. The purchasing agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the purchasing

agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
  - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the purchasing agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the purchasing agency with all vouchers and records of expenses incurred and savings realized. The purchasing agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the purchasing agency within thirty (30) days from the date of receipt of the written order from the purchasing agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the purchasing agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.

Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA Web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** (THIS PROVISION WILL NOT APPLY TO A PUBLIC INSTITUTION) The eVA Internet electronic procurement solution, Web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA



Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

1. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, online registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  2. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic e-mail or fax notification of solicitations and amendments.
  3. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  4. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - a. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
    - b. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- W. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. OFFERED PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

## **VII. SPECIAL TERMS AND CONDITIONS:**

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the VDOE and public schools will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. IDENTIFICATION OF PROPOSAL ENVELOPE: The proposal must be returned in a sealed envelope or package and should be identified as follows:

From:

\_\_\_\_\_  
Name of Bidder/Offeror

\_\_\_\_\_  
Due Date

\_\_\_\_\_  
Time

Street or Box Number	IFB No. / RFP No.
City, State, Zip Code	IFB/RFP Title

Name of Contract/Purchase Officer or Buyer: Martin Fields

The envelope or package should be addressed as directed on Page 1 of the solicitation.

If a proposal is not clearly marked as described above, it may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope or package.

- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for one (1) successive one-year period under the terms and conditions of the original contract except as stated in 1 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- F. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** (THIS PROVISION WILL NOT APPLY TO A PUBLIC INSTITUTION) The solicitation/contract will result in one or two purchase order(s) with the eVA transaction fee specified below assessed for each order.
1. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  2. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - a. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - b. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, Web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should e-mail Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- G. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- H. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to students and staff will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- I. **CERTAIN CRIMES AND CHILD ABUSE:** Pursuant to subsection C of § 22.1-296.1 of the *Code of Virginia* the contractor shall, prior to commencing performance, provide certification to the VDOE that all employees who will have direct contact with students on school property have not been convicted of a felony or any offense involving the sexual molestation or physical abuse or rape of a child. Any additional or replacement contractor employee assigned to work on school property during performance of the specific contract shall require prior certification.

**VIII. METHOD OF PAYMENT:**

Contractor shall submit one invoice within ninety (90) days of the conclusion of the program. The Commonwealth shall make payments, within thirty (30) days of receipt of complete and accurate invoices, and in accordance with the pricing schedule agreed to as part of the award of this contract. Invoices must be submitted in accordance with the contract to:

Virginia Department of Education  
Attn: Accounts Payable  
P.O. Box 2120  
Richmond, VA 23218-2120

**IX. ATTACHMENTS:**

A - Small Business Subcontracting Plan

B - Cost Proposal

C - Governor's Foreign Language Academies: A Global Village Application

ATTACHMENT A  
Small Business Subcontracting Plan

**Definitions**

**Small Business:** “Small business” means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

**All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).**

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Instructions**

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_

Certification date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

<b>Small Business Name &amp; Address</b>  <b>DMBE Certificate #</b>	<b>Status if Small Business is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; E-mail</b>	<b>Type of Goods and/or Services</b>	<b>Planned Contract Involvement</b>	<b>Planned Annual Contract Dollar Expenditure Amount</b>
<b>Totals \$</b>					

### **Section C**

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

#### **C. Good Faith Effort Indicators by the Offeror**

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, e-mail, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, e-mails, certified letters, etc.). Be sure to list the small business name and dates of contact.

**ATTACHMENT B**  
**RFP NO. DOE-GFLA-2011-02**  
**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF EDUCATION**

**2011 (FY 2012) GOVERNOR'S FOREIGN LANGUAGE ACADEMIES COST PROPOSAL**

The \_\_\_\_\_ proposes the following budget  
 (College/University/Institution)

for the period of \_\_\_\_\_ through \_\_\_\_\_ for the Governor's \_\_\_\_\_ Academy.  
 (French, German, Japanese, Latin, OR Spanish)

Subcategories	State	In-Kind	Other (Specify)	TOTAL
Salaries (Must be documented on back or with attachment.) Administrative _____ @\$ _____ Instructional _____ @\$ _____ Nurse (optional) _____ @\$ _____ Clerical _____ @\$ _____				
2. Staff Development Consultants _____ @\$ _____ Materials @\$ _____				
3. Materials and Equipment				
4. Contractual Services Rent _____ Insurance _____ Other (Specify) _____				
5. Printing/Dissemination				
6. Program Evaluation (internal)				
7. Meals				
8. Lodging				
9. Field Trips Travel _____ Meals _____				
10. Miscellaneous (Must be documented on back or with attachment.)				
COLUMN TOTALS				

**Average Per Pupil Cost \$ \_\_\_\_\_ GRAND TOTAL OF PROPOSAL \$ \_\_\_\_\_**

A combination of general and special funds, determined by the Virginia General Assembly, supports these Governor's Academies. The actual budgeted amounts for salaries, instructional materials, lodging, meals, field trips, travel, consultants, staff development, printing, mailing, project evaluation, and miscellaneous items should be determined based on the needs of each program. Funds must be designated for fingerprinting and background checks on all program personnel.

**ATTACHMENT C**

**The 2011 Virginia Summer Residential Governor's Foreign Language Academies**

**Application**

**Program Abstract**

Name of Program \_\_\_\_\_  
(Governor's French, German, Japanese, Latin, OR Spanish Academy)

Sponsoring Institution \_\_\_\_\_

Program Coordinator \_\_\_\_\_

**Application Information**

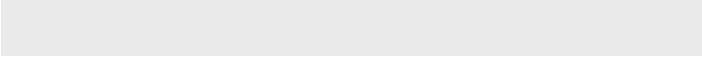
Program Beginning Date	_____	Time	_____
Program Ending Date	_____	Time	_____
Total Number of Students	_____		
Total Cost of Program	_____		

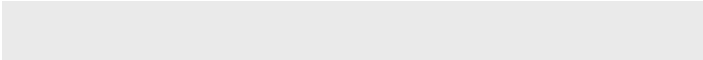
**Summary of Program**

**Summary of Faculty**

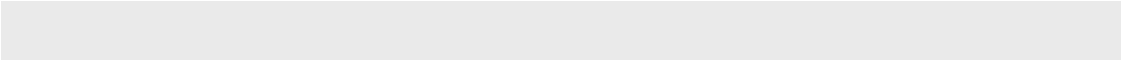


Certification of Assurances

I,  hereby certify that the  
(Name of Authorized Representative)

  
(Name of Institution) has the legal authority to receive the

proposed state funds, that the institution will implement the mandatory requirement and the assurance given herein, and that I am the authorized representative of the institution.

  
Legal Name of the Applicant Institution

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

**The 2011 Summer Residential Governor's Foreign Language Academies**

Part 1: Program Coordinator

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Telephone \_\_\_\_\_ E-mail \_\_\_\_\_  
Address \_\_\_\_\_  
(Attach a vitae or résumé)

Part 2: Resources to be Contributed by Institution

Staff \_\_\_\_\_  
Facilities \_\_\_\_\_  
Equipment \_\_\_\_\_  
Cooperative Endeavors (include agencies and/or businesses) \_\_\_\_\_  
\_\_\_\_\_

Part 3: Schedule for Proposed Residential Program

Begin \_\_\_\_\_ End \_\_\_\_\_  
Number of Students \_\_\_\_\_ Number of Days \_\_\_\_\_

Part 5: Selection Process and Training of Faculty and Staff – Describe the procedures for the selection of the Program Coordinator; the selection, orientation, and training of faculty and staff; the establishment of policies and processes for the residence and supervision of high school students; and logistics of the program. Staff development addressing emergency situations and procedures must be included in the proposal and attendance at the training is required for resident advisors. This section should include a job description and qualifications of the program director.

Part 6: Suitability of Facilities and Services to Support the Program – Indicate specific facilities that would be utilized by the participants to make this a desirable site for the proposed program. This section should include information about the classrooms, lodging accommodations, lounges, dining facilities, workroom, office space, auditorium, multipurpose room, laundry facilities, kitchen facilities, vehicle parking area, and materials storage between programs. Include the ability to isolate individual language Academies from one another and allow them to operate independently as well as the ability to maintain an immersion environment with minimal intrusion from English language speakers for the full-immersion programs, if applicable.

Part 7: Unique Qualities of the Institution and the Surrounding Area – Describe why the proposed institution should be selected as a site for the 2011 Summer Residential Governor’s Foreign Language Academies. Include resources to be contributed by the institution, such as staff, administrative support, and cooperative endeavors. Indicate the availability of equipment to support the program, such as access to A/V equipment, photocopier, computers, and other technology. Describe local cultural opportunities available in the community/area, possible field trip destinations, the provision of transportation for local and/or long-distance field trips, and other qualities unique to the institution that support its selection for hosting intensive summer language programs. The proposal must demonstrate the appropriate insurance for the vehicle(s) supplied for field trips/travel.

Part 8: Institution's Ability to Provide Needed Health and Safety Services – Describe how the institution will provide full-time (24-hour a day) health and safety services for participants. This description should include staff and staff's credentials, facilities, procedures, and persons directly involved in security and medical services of the program. The provision of medical insurance for staff must be verified in this part.

Part 9: The Overall Comprehensive Program Description – Describe the overall program design for one or multiple concurrent three-week programs, including instructional time, cultural activities, and recreational or social activities designed to meet the needs of high school language students; and available resources. For institutions hosting three or more Academies, describe at least two joint “Global Village” activities to promote international understanding among the students of all Academies on-site. During joint activities that include the full-immersion programs, only Academy languages may be used (i.e., no English).

Part 10: Program Evaluation – Describe the internal program evaluation to be used by the institution during and immediately after the first session, including what is to be evaluated, what process and personnel will be used, and how information gathered will be used in the improvement and modification of the program.



Part 11: Communication Methodology – Describe the methods to provide prospective students, parents, and others with information about the Governor’s Foreign Language Academies. Indicate the procedures to be used to facilitate communications before, during, and after the program among the host institution, parents, students, and the Virginia Department of Education. The proposal shall include the basic design of a Web site to enable students to preview each specific language Academy’s activities and curriculum.